This instrument was prepared by
GRISSIM AND SHORT, Attorneys
Court Square Building
Nashville, Tennessee

March 27, 1976

BOOK 5069 PAGE 992

J. M. Grissim, Trustee
300 James Robertson Parkway
Nashville, Tennessee 37201

Dear Mr. Grissim:

Pursuant to the Trust Agreement, entered into on January 1, 1975, between John R. Hooton, Jr., as Grantor, and J. M. Grissim, as Trustee, this is to notify you that, as of this date, you are removed as Trustee under said Trust. A copy of the Trust Agreement is attached hereto.

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Further, you are exonerated from all duties and obligations under said Trust, and you are hereby relieved of all liability of every kind and nature for having served as Trustee. All accountings have been made and all compensation in the amount of Five Hundred ($500.00) Dollars has been paid to the Trustee.

By this notification, I do hereby nominate and appoint myself, JOHN R. HOOTON, JR., as Trustee, to act and administer the Trust property, being that property more fully described in Book 4908, page 771, Register's Office for Davidson County, Tennessee, and to perform the covenants required under a certain Lease, dated January 1, 1975, between J. M. Grissim, Trustee, as Lessor, and General Truck Sales, Inc., a Tennessee corporation, as Lessee.

Yours truly,

J. R. Hooton, Jr.
JOHN R. HOOTON, JR.

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, Clyde L. Wade, a Notary Public in and for said County and State, the above named, John R. Hooton, Jr., with whom I am personally acquainted, and upon his oath acknowledged that he executed the above instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 27th day of March, 1976.

Clyde L. Wade
Notary Public

NOTARY PUBLIC DAVIDSON CO.

My commission expires: 11/20/78

TRUST AGREEMENT

THIS TRUST AGREEMENT made and entered into this 1st day of January, 1975, by and between JOHN R. HOOTON, JR., of Williamson County, Tennessee, hereinafter called the "GRANTOR", and J. M. GRISSIM, of Nashville, Tennessee, hereinafter called the "TRUSTEE".

W I T N E S S E T H:

That the Grantor has this day delivered to the Trustee the sum of Forty-eight Thousand Four Hundred Four and No/100 ($48,404.00) Dollars cash, the receipt of which is hereby acknowledged, and the Trustee agrees to hold, administer and distribute all of the aforesaid sum, together with any additions thereto and all reinvestments thereof, as the corpus of the trust estate in accordance with the terms and provisions hereinafter set out. It is understood and agreed that the sum deposited herewith is the equity money which is being used inthe purchase of the real property located at 535 Murfreesboro Road, Nashville, Tennessee.

ARTICLE I

The Trustee is authorized to accumulate the net income or to pay or apply so much of said income equally to and for the use of (1) my wife, Elizabeth Hix Hooton, (2) my children, Elizabeth Aleda Hooton and John R. Hooton, III, and (3) the issue of Elizabeth Aleda Hooton or John R. Hooton, III, in such amounts as my Trustee, in his sole and absolute discretion, shall deem advisable from time to time. Any accumulated income shall be periodically, at least annually, incorporated into the principal of the trust fund as an integral part thereof, to be held, administered and distributed in accordance with all the terms, conditions and limitations hereto.

ARTICLE II

This trust shall terminate after the death of my wife and at such times as I have no living children under 33 years of age, at which time the Trustee shall pay the remaining corpus and any accumulated income equally to my children then living; provided, however, that if either of my children be deceased with issue surviving at said time, the issue of my said deceased child shall take the share said deceased child would have taken if living, per stirpes.

ARTICLE III

If at any time during the term of the trust or extensions thereof, in the opinion of the Trustee, income is insufficient to provide for the comfortable education, maintenance, medical care and welfare of the said beneficiaries, the Trustee shall pay to or for their benefit such sums as he shall deem advisable for such purposes from the principal of the trust estate.

ARTICLE IV

The Trustee is authorized, in his sole discretion, to invest in any type of property, whether or not specifically authorized by statute. He shall have all of those investment powers under the Prudent Man Rule, but he shall not be limited to such Rule and shall have such additional powers to invest as he may deem advisable without any limitation except that he shall act in good faith.

In addition to and not in limitation of all common law and statutory authority and all powers otherwise granted in this instrument, the Trustee shall have those specific powers, duties and obligations enumerated in Tennessee Code Annotated, §35-618, subparagraphs (5) to (32) inclusive, which are hereby incorporated by reference into this instrument.

The Trustee shall not be required to furnish bond, or qualify in or make reports to or settlements with any Court. However, the Trustee shall render annually to each income beneficiary, or to the guardian of such beneficiary, full statements showing all transactions pertaining to the administration of the trust.

No rights of any beneficiary hereunder to income of principal shall be subject to assignment, alienation or anticipation, or liable for any debts or obligations of any beneficiary, or subject to attachment or any other order, decree or process of court on account of or for the purpose of collecting any such debt or obligation.

No person dealing with the Trustee in the capacity of purchaser, agent, lender, lessor, lessee, or contractant shall be bound to inquire into the capacity to act on the part of the Trustee or into the authority for or propriety of any act thereof, or to see to the application or disposition of any money or other property paid, delivered or loaned to the Trustee.

The Trustee, or his successors, shall be entitled to reasonable compensation. He may compensate himself from principal or income or partly from each as he may deem advisable. The Trustee may employ such attorneys, accountants, appraisers, investment consultants, business or real estate managers or agents and other specialists as he may deem advisable from time to time and may compensate them from principal or income.

ARTICLE V

In the event that J. M. Grissim dies or in any manner becomes unable to act as Trustee, then I nominate and appoint Hunter B. Short to act as Trustee in his place.

Should circumstances arise, which in the judgment of John R. Hooton, Jr., make it desirable to name a successor Trustee in the place of J. M. Grissim, or any successor trustee, then John R. Hooton, Jr., shall have the right, by written notice to J. M. Grissim, or any successor trustee, to appoint a Successor Trustee in place of J. M. Grissim, or any successor trustee, without any court proceedings. After the death of John R. Hooton, Jr., all adult beneficiaries of the trust may by written notice to the Trustee, or any successor trustee, appoint a bank or trust company as Successor Trustee in place of J. M. Grissim, or any successor trustee, without any court proceeding, provided, said bank or trust company shall have capital and surplus of as much as $10,000,000.00.

ARTICLE VI

This Trust Agreement is hereby declared to be irrevocable and the Grantor shall have no right to alter or amend same in any respect or manner.

ARTICLE VII

This Agreement shall be construed and regulated in all respects by the laws of the State of Tennessee.

ARTICLE VIII

The Grantor, or any other person, may at any time and from time to time, add cash, securities or other property to the corpus of the trust estate herein created, by deed, gift, will or otherwise with the consent of the Trustee. Any addition to the trust estate shall be held, administered and distributed as an integral part of the corpus thereof and in accordance with all of the terms and provisions of this Agreement.

ARTICLE IX

The Trustee hereby accepts the trust herein created.

IN WITNESS WHEREOF, the parties hereto have caused this Trust Agreement to be executed on the day and date first above written.

JOHN R. HOOTON, JR.

GRANTOR

J. M. GRISSIM

TRUSTEE

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IDENTIF. REFERENCE

MAR 30 10 26 AM '76

REGISTER
DAVIDSON CO. NASHVILLE, TENN.

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